

Ottumwa CSD

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COLLECTIVE BARGAINING AGREEMENT

Between

BOARD OF EDUCATION  
OTTUMWA COMMUNITY SCHOOL DISTRICT

and

OTTUMWA ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL

2004-2007

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COLLECTIVE BARGAINING AGREEMENT  
Between  
BOARD OF EDUCATION  
OTTUMWA COMMUNITY SCHOOL DISTRICT  
and  
OTTUMWA ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL

THIS AGREEMENT made and entered into this 10th day of May, 2004, by and between the Board of Education, Ottumwa Community School District, hereinafter referred to as the "Employer" and the Ottumwa Association of Educational Office Personnel, hereinafter referred to as the "Association", WITNESSETH:

ARTICLE I

RECOGNITION

A. UNIT

The Employer hereby recognizes the Ottumwa Association of Educational Office Personnel as the certified exclusive and sole bargaining representative for all personnel, as set forth in the PERB certification instrument (Case No. 1007) issued by the PERB on the 9th day of May, 1978, whether under contract, either verbal or written, on leave, or on a per diem, hourly, or class rate basis, employed or to be employed by the Board of Education of the Ottumwa Community School District. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory or administrative.

The Unit described in the above certification is as follows: (See Addendum A)

B. DEFINITIONS

1. The term "Employer" as used in this agreement, shall mean the Board of Education of the Ottumwa Community School District or its duly authorized representatives.

2. The words "Employee" and "Employees" shall refer only to the Employees within the bargaining unit.

3. A. The term "regular full-time Employee" shall mean all Employees in the bargaining unit as defined and certified by the Public Employment Relations Board who work 32 to 40 hours a week for the Employer and at least 9 months per year.
- B. The term "regular part-time Employee" shall mean all Employees in the bargaining unit who regularly work less than 32 hours a week at least 9 months per year.

4. The term "Association" as used in this agreement shall mean the Ottumwa Association of Educational Office Personnel or its duly authorized representatives or agents.

## ARTICLE II

### PROCEDURE FOR NEGOTIATIONS

#### A. REQUEST FOR MEETING

The Employer and the Association shall meet for the purpose of negotiating and seeking agreement. Request from the Association for a negotiation meeting shall be made in writing to the President of the Board or his designated representative. Requests from the Employer shall be made in writing to the President of the Association or his designated representative.

Within five (5) days of the date of the request, a mutually convenient time and place for a meeting shall be established. The meeting shall take place no later than ten (10) days following the date of the request. Additional meetings shall be agreed upon by the negotiations representatives as may be necessary to complete an agreement. No negotiations are to be conducted during regular school hours.

#### B. ACCESS TO INFORMATION

The Employer agrees to furnish the Association all information as provided by Chapter 68A of the Code of Iowa, which is general public information. Such information already compiled for the Secretary of the Board shall be furnished upon request.

### ARTICLE III

#### IMPASSE PROCEDURE

Impasse procedure shall be that provided for in Chapter 20 of the 1992 Code of Iowa, entitled "Public Employment Relations (Collective Bargaining)", and any amendments thereto which may be in effect as of the time of reaching of impasse, and the procedures of impasse shall be governed by the procedures provided for in said Chapter, with amendments as aforesaid.

## ARTICLE IV

### HOURS OF WORK

A. Under normal conditions the work week for regular full-time Employees shall be forty (40) hours, consisting of eight (8) hours per day, five (5) days per week, Monday to Friday inclusive, except that Employees shall be dismissed from work on Friday of each work week at 3:30 p.m.

B. Each Employee shall have a duty-free lunch period of 30 minutes without pay. However, it is understood, should an emergency situation develop, regularly scheduled lunch periods may be temporarily changed.

C. All Employees' work schedules shall provide a fifteen (15) minute rest period during each four (4) hour period. The rest period shall be scheduled at the middle of each four (4) hour period whenever this is feasible.

D. Regular full-time Employees shall be entitled to vacation, holiday pay, sick leave, temporary leave, insurance and other fringe benefits provided in this Agreement. Regular part-time Employees shall be entitled to vacation, holiday pay, sick leave and temporary leave, as herein provided.

E. The need for overtime and its assignment shall be the Employer's decision and must be pre-approved by the Executive Director of Personnel unless in an emergency situation and then the Employee's supervisor can approve. Overtime shall be granted in the event of an emergency and neither the Executive Director of Personnel nor the Employee's supervisor is available for making such approval of overtime. Unattended students shall qualify as an emergency.

F. The following days shall be considered holidays with pay:

1. 204-day Employees:

New Year's Day	Labor Day	President's Day
Memorial Day	Thanksgiving Day	(Washington)
Good Friday	Christmas Day	

2. 238-day Employees:

New Year's Day	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
Good Friday	Christmas Day
Labor Day	President's Day (Washington)

Two (2) days off for both Christmas and New Year's will apply every year, including years when said holidays fall on week-ends, for said 238-day Employees.



G. Should any of the above days fall on a Saturday or Sunday, the previous Friday or following Monday shall be considered and observed as the holiday, as the Superintendent or designee shall determine.

1. To be eligible for holiday pay the Employee must report for work on his/her regularly scheduled work day immediately preceding the holiday and his/her first regularly scheduled work day immediately following the holiday.

2. If the Employee is absent either or both of these days due to personal illness or approved absence and furnished satisfactory proof of such illness or approved absence to the Employer, he/she shall be eligible for holiday pay.

H. In the event the Superintendent or designee fail to notify an Employee by telephone or radio communication of a school closing and the Employee, in good faith, reports to work prior to 7:30 a.m., and is later advised that no school will be held due to reasons beyond said Employee's control, said Employee shall be paid at said Employee's regular hourly rate for a minimum period of two hours of work regardless of work time actually performed.

J. Holiday pay shall be each eligible Employee's current hourly rate of pay times the number of hours in his/her regular work day.

K. Any day school is not in session for any reason and if it is a work day for secretaries, the office in which the secretary is employed shall close one-half (1/2) hour early. The secretaries may leave one-half (1/2) hour prior to their normal quitting time, including, but not to exceed, four local in-service days. On days when school is in session, but is closed early by the Superintendent or designee due to emergency, or at the start of any vacation period, secretaries may leave no later than one (1) hour after the students are dismissed. All Employees working a 204 day schedule will not be required to report for work on days when the teachers do not report for work. The teachers will be making these days up during subsequent scheduled vacation period or at the end of the school year and the 204 day Employees shall work on those days when teachers make up missed school time, or as designated by the Administration. Employees on a 238 day work schedule shall on those days that school is closed by the Superintendent or designee due to emergency, have the choice of reporting to work, making up the day or taking a vacation day. It is understood by Employer and Employee that the Employees shall receive their regular weekly pay during the 238 day work schedule, even though they do not work on any specific day when school is closed as hereinabove stated. In the event that Employee terminates employment prior to making up said days, Employee's vacation pay shall be adjusted accordingly.

L. Employees shall receive overtime pay in the event Employee is required to return to the work site to attend scheduled activities, such as musical presentations, plays or other recreational activities.

M. If school is held on any of the holidays listed in paragraph F above, President's Day excepted, all Employees shall work said day and shall be paid at twice their regularly scheduled rate of pay for said day. Employees shall receive regular pay for work on President's Day. The Employee shall receive another day off with pay for any holiday worked by the Employee.

N. An in-service or workshop meeting shall be set up by the Superintendent or designee for Employees in the month preceding the opening of school during contract days to establish continuity and have in-put into the responsibilities of Employees with regard to their particular duties for the upcoming school year.

O. Employees identified in this Agreement as working 204 days (1632 hours) may have their work year increased to 210 days (1680 hours) per year. The actual days to be worked beyond 204 days shall be determined by the building Principal.

## ARTICLE V

### SENIORITY

A. Seniority is herein defined as length of service within the bargaining unit from the date of hire. New Employees shall acquire seniority after ninety (90) calendar days of employment within the bargaining unit. If retained in employment after the 90-day probationary period, seniority shall date back to the original date of employment. Seniority shall operate on a system-wide basis for all Employees within the bargaining unit and all regularly employed personnel within the bargaining unit shall appear on the seniority list.

B. In September of each year, the Employer shall furnish to the Association a seniority list showing the continuous service of each Employee within the bargaining unit. Protest of, errors in, or omissions from such list must be made to the Employer within twenty (20) days from the date of the furnishing of such list and revisions thereof. If no protests are made within the twenty (20) day period, the list will be considered accurate and no further appeal or grievance will be permitted.

C. An Employee's seniority record shall be broken by voluntary resignation, discharge, reduction in force or retirement. Should an Employee be laid off and return to work within eighteen (18) months, said Employee's seniority shall pick up from the date of said Employee's return to work. Seniority rights shall be forfeited if the continuous period of layoff exceeds eighteen (18) months.

D. If an Employee takes a leave of absence from the bargaining unit, said Employee's seniority shall be frozen to the last date of employment within the bargaining unit.

E. If an Employee for any reason leaves the bargaining unit and is transferred to an excluded position, as defined by "Addendum A" to this contract, and later returns to a position within the bargaining unit, for placement on the seniority list, said Employee's seniority freezes when Employee leaves. Employee's seniority resumes once Employee returns to the bargaining unit.

F. If an excluded Employee, as defined in "Addendum A" to this contract, transfers into or is assigned to a position within the bargaining unit, for placement on the bargaining unit's seniority list, said Employee shall be entitled to no seniority for the number of years said Employee was an excluded Employee and not a member of the bargaining unit.

## ARTICLE VI

### WAGES AND SALARIES

#### A. SCHEDULE

1. The salary of each Employee covered by the regular salary schedule as set forth in Addendum B, which is attached hereto and made a part hereof.

2. Work in excess of forty (40) hours in any one (1) work week shall be overtime and shall be paid at the rate of time and one-half of the Employee's regular straight time hourly rate. Work performed on Saturday or Sunday shall be paid at the overtime rate.

3. In addition to the regular hourly rate set forth on Addendum B, each Employee who has completed 10 years of continuous service with the Employer shall receive, commencing upon the in-session date of the contract year following the completion of Employee's years of service, longevity pay as follows:

- a. Completion of 10 years = \$.05/hr.
- b. Completion of 15 years = \$.10/hr.
- c. Completion of 20 years = \$.15/hr.

4. Employees may elect to receive overtime compensation for hours worked in excess of forty (40) hours per week in either cash payment or compensatory time off. Compensatory time off shall be at the rate of one and one-half (1½ ) hours of compensatory time for one (1) hour of overtime worked. The use of compensatory time off shall be scheduled with the Employee's supervisor's permission.

#### B. METHOD OF PAYMENT

1. Pay Periods: Each Employee shall be paid in twenty-four (24) equal installments on the 5th and 20th of each month. Employees shall receive their checks at their regular building and on regular school days.

2. Exceptions:

a. When a pay date falls on or during a school holiday, vacation or weekend, Employees shall receive their paychecks on the last previous workday.

b. Summer checks shall be mailed to the Employee at his/her option, but such mailing shall be at the last address listed on the previous check without obligation on Employer to change the same.

## ARTICLE VII

### VACATIONS

A. 204-Day Employees shall receive five (5) paid vacation days per year. Said five (5) days shall be taken at the conclusion of the work year.

B. 238-Day Employees - Vacation will accrue as follows:

Less than 3 months service - none

Upon completion of one year of continuous service through 7 years of continuous service, by anniversary date of hiring - 2 weeks

8-14 years of continuous service by anniversary date of hiring - 3 weeks

15 years and over, continuous service by anniversary date of hiring - 4 weeks

Employees with less than one year's service (but more than 3 months) may use earned vacation time if desired, with such time deducted from first year's allowance.

The principal of the school at which the Employee is employed shall decide when each 238-day Employee shall take his/her appropriate vacation, providing that the same shall not be taken while school is in session.

ARTICLE VIII  
PAYROLL DEDUCTIONS

A. AUTHORIZATION

By August 15 of each year, Ottumwa Association of Educational Office Personnel shall provide the school district office with a list of all members who desire payroll deduction of dues. Employees hired after the beginning of the school year shall have their total dues prorated on the basis of the remaining months of employment through August.

B. METHOD OF DEDUCTION

The Employer shall withhold 1/24th of the annual dues from each regular paycheck starting with the September 5 paycheck and ending with the August 20 paycheck. The Employer shall transmit the amount withheld to the Association within ten (10) school days following each regular payday.

C. DURATION

Authorization for dues deduction for all Employees shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Employer.

D. OTHER APPROVED PAYROLL DEDUCTIONS

Other approved payroll deductions shall be "tax-sheltered" annuities, credit union(s); Wapello County United Fund, disability insurance or any other plans or programs jointly approved by the Association and the Employer.

E. MODIFICATION

Such authorization shall continue in effect from year to year unless terminated or modified: Any dues or other payroll deductions may be cancelled (but not modified) by giving thirty (30) days notice to the Employer.

F. CREDIT UNION AND UNITED WAY

Paragraph E above notwithstanding, payroll deductions for the United Way and Credit Union may be initiated at any time during the school year to be effective with the next pay period at least ten (10) days after the filing of a separate United Way or Credit Union payroll deduction form.

G. INDEMNIFICATION

The Association agrees to indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued under the provisions of this Article.

## ARTICLE IX

### INSURANCE

The goal of the Personal Insurance Program is to provide benefits to the Employees of the Ottumwa Community School District. This program is a "cafeteria plan." Each eligible Employee of the Ottumwa Community School District has the opportunity to design a personalized benefit program that best meets the needs of his/her family. All plan coverage levels shall be available to all members of the self-funded insurance group. The plan provides the flexibility for the Employees to accept or reject each individual benefit offered except for the basic \$25,000 term life insurance which all Employees must elect. However, Employees whose initial year of employment is the 2001-2002 school year and thereafter, must also purchase at least a single health insurance plan, unless they can provide proof that they are covered by another employer's group health care plan.

The Personal Insurance Program provides the following benefits:

- ◆ Medical Insurance
- ◆ Dental Insurance
- ◆ Long-Term Disability Insurance
- ◆ Life Insurance
- ◆ Flexible Spending Accounts for  
Health Care Expenses  
Dependent Care

Each participant in the Personal Insurance Program is allocated a specific amount of money. The cost of the benefits are deducted from the Employer allocated specific amount of money. If the cost of the Employee selections is less than the allotted amount, the difference will be taken as a cash payment. If the cost of benefit selections is more than the allotted amount, the difference shall be deducted from the Employee's check each month.

It shall be the duty of the "Insurance Committee" to maintain, review, and design the insurance program offered to district Employees. The members of the "Insurance Committee" shall be members of the bargaining agents, and shall meet a minimum of once a month during the school year, or as often as needed. Representation on the "Insurance Committee" shall be proportional to the number of members in each bargaining unit.

Insurance fund "monies" collected by the district shall be kept in a special insurance fund account. Interest earned from the account will be credited back to the account.

In the event that the Ottumwa Community School District along with the representatives of all the collective bargaining units determine to end the self-funded insurance program:

- a. All health and dental claims accrued prior to the termination of the self-funded program shall be paid.

- b. Any remaining fund in the insurance account will be:
  - 1. Used to reduce premiums recommended by the new insurance carrier.

OR

- 2. Rebated to existing self-funded insurance participants.

A. COVERAGES

The Employer shall pay to the Employee the sum of \$510 (Five Hundred Ten Dollars) per month toward the total premium cost of the coverages selected by the Employee. All Employees shall be covered by a school-financed liability insurance coverage covering job-related performance of duties. In addition to the amount indicated above, any Employee who has health insurance coverage through the Ottumwa Community School District's insurance program shall receive an additional monthly contribution. During the 2004-2005 school year, that additional amount shall be \$40 (Forty Dollars). During the 2005-2006 school year, that additional amount shall be \$60 (Sixty Dollars). During the 2006-2007 school year, that additional amount shall be \$80 (Eighty Dollars).

B. LEAVE WITHOUT PAY

If permitted by the carrier or company providing coverage, the Employee may continue, at Employee's own expense, his or her insurance coverage or portion thereof elected hereunder during any extended leave under Article XII or any leave under Article XI(H).

C. EARLY RETIREMENT - INDIVIDUAL HEALTH INSURANCE

The Employer agrees to pay, for a three-year period, the premium for health insurance coverage, single \$200 deductible or single \$500 deductible, as applicable to the eligibility of the Employee who retires after age 55, provided the Employee shall have been employed by the District for seven (7) years or more. This three-year period shall be continuous and shall commence at the option of the Employee provided, however, the option shall commence at the beginning of the contract year, and, further providing, that the benefit shall be discontinued when the retiree completes the three-year term, qualifies for Medicare, or reaches age 65, whichever occurs first. In order to qualify for the above payment, the retiring Employee shall submit his or her resignation to the Employer no later than February 1 prior to the effective date of the resignation, which shall in all cases be the last day of the contract year.

An Employee's spouse who is presently being covered by the group health insurance coverage provided herein shall be given the option to continue to maintain said group health insurance coverage until said spouse qualifies for Medicare or reaches the age of 65 years, whichever first occurs.



## ARTICLE X

### SICK LEAVE

#### A. DEFINITIONS

The Employee shall be allowed sick leave when unable to perform the duties of employment because of personal illness, injury or disability, or pregnancy. Sick leave may be taken in one (1) hour increments. In the event the Employee is absent due to personal injury, illness or disability for a period of more than five (5) days, the Superintendent may require the Employee to furnish a statement from a licensed physician stating that Employee was unable to perform such duties for the period of Employee's absence and that he/she is now able to return to work. The Superintendent may also require a doctor's statement at any time if there is a specific reason to believe sick leave is being abused. Failure to provide the statement in either of these situations will result in the loss of pay for the alleged disability. A copy of the Superintendent's notification, together with the stated reason for the same, shall be delivered to the secretary in question, with a copy of the same to be delivered to the Association.

#### B. ACCUMULATIVE BENEFITS

1. Regular Employees who work 238-day periods shall earn sick leave at the rate of eighteen (18) days per year with accumulation unlimited. Regular Employees who work 204-day periods shall earn sick leave at the rate of fifteen (15) days per year with accumulation unlimited.

2. Those full-time Employees who are placed on the regular payroll after July 1st shall receive one and one-half (1 1/2) days per month for the balance of the school period.

3. Any Employee having used up all of the accumulated sick leave may use any vacation time earned as sick leave. The time is to be deducted from vacation.

4. If any Employee uses up all sick leave by July 1st and does not return to work when scheduled to do so, the new sick leave is not credited until after return to work. Any time lost before he/she returns to work will not be paid as sick leave.

#### C. NOTIFICATION OF ACCUMULATION

Notification will be given annually by the end of October to each Employee as to the amount of sick leave used and as to the amount of sick leave accumulated.

## ARTICLE XI

### TEMPORARY LEAVES OF ABSENCE

#### A. PERSONAL LEAVE WITH PAY

Each Employee shall be allowed two (2) days personal leave with pay. The number of hours of pay shall be the designated number of hours assigned for said Employee at the beginning of the school year. The rate of pay shall be the base rate for said Employee. Said Employee, with prior approval of the Employer and, except in emergency, upon giving the Human Resources Office twenty-four (24) hours notice, shall be entitled to take two (2) days personal leave with pay. No personal leave days with pay shall be taken immediately prior to or immediately following a school vacation period or holiday. A personal leave with pay may be taken on a one-half (1/2) day basis. Each Employee shall receive credit for any unused personal leave with pay in a twelve (12) month period as sick leave.

#### B. PERSONAL LEAVE WITHOUT PAY

Each Employee shall be entitled to three (3) personal leave days without pay. Part-time Employees will be granted a day equal in length to their normal work day. These personal leave days without pay may be taken on a one-half (1/2) day basis.

Said Employee, except in an emergency, shall give the Human Resources Office twenty-four (24) hours notice. Should the personal day(s) without pay be taken immediately prior to or immediately following a school vacation period or holiday, the Employee shall forfeit such holiday pay.

#### C. JURY DUTY

Any Employee called for jury duty during school hours shall be provided such time at no cost to the Employee. Any fees the Employee receives, excluding mileage, during such leave shall be turned over to the Employer, or, at the Employee's option, the Employee may retain the jury duty pay and receive no compensation from the Employer. Employee shall return to work if responsibilities are completed before 2:00 P.M.

#### D. COURT WITNESSES

An Employee subpoenaed as a witness in a court trial may do so without loss of pay, providing the Employee is not a defendant or plaintiff in the proceeding. Employee shall return to work if responsibilities are completed before 2:00 P.M.

#### E. ADDITIONAL LEAVE

(1) The Employee shall be granted, without loss of pay, a leave of up to an accumulated total of five days per year for illness, injury or disability requiring that a licensed physician be contacted or death of each of the following: husband, wife, parents, children, daughters-in-law, sons-in-law, or stepchild.

(2) The Employee shall be granted, without loss of pay, a leave of up to an accumulated total of three (3) days per year for illness, injury, or disability requiring the contact of a licensed physician, or death of each of the following: grandparent, grandchild, sister, brother, sister-in-law, brother-in-law, mother-in-law, father-in-law.

(3) The Employee shall be granted a leave of up to an accumulated total of three (3) days per year for illness, injury or disability requiring the contact of a licensed physician, or death of persons of unusually close personal relationship or person for whom an Employee is responsible, interpretation of such relationship to be made by the Superintendent or designee.

The Superintendent may require a doctor's statement at any time if there is reason to believe this temporary absence under Section E(l), (2) or (3) is being abused. Failure to provide the statement will result in loss of pay for the temporary absence.

(4) In case of the death of any other relative or person of unusually close personal relationship, one-half (1/2) day of leave shall be granted at the discretion of the Superintendent or designee without loss of pay to attend the funeral.

(5) Prior notification to the Superintendent's office is required, when possible, in cases of serious illness in the family and funeral attendance in order that leave credit may be obtained. Employee should notify the office before returning to his/her duties.

(6) In the event the Employee must travel more than three hundred (300) miles to the point of illness, injury or death, the Employee shall be allowed paid travel time in addition to the date permitted under subsections E.(1), (2), and (3) above, for the distance in excess of three hundred (300) miles, based upon the fastest commercial means of travel available. If the Employee does not utilize the fastest commercial means of travel ordinarily available, the Principal may allow additional travel time, without pay for the distance in excess of three hundred (300) miles. Travel time, with pay, under the conditions of this paragraph and the provisions of E(1), (2), and (3), shall be granted only for weekday use. Further, travel time with pay shall not be granted following five (5) consecutive weekdays of pay under provisions of E(1).

#### F. PROFESSIONAL DEVELOPMENT LEAVE

Secretaries will be granted paid professional leave to attend professional development opportunities which are approved by the District. The Employer shall pay registration fees and related incurred expenses of the Employees.

#### G. PAID LEAVE

Other temporary leaves of absence with pay may be granted at the discretion of the Superintendent or designee.

H. UNPAID LEAVE

Other temporary leaves of absence without pay may be granted at the discretion of the Superintendent or designee.

## ARTICLE XII

### EXTENDED LEAVES OF ABSENCE

A. Leaves of absence without pay for limited periods of one (1) or two (2) semesters may be granted at the discretion of the Employer for a reasonable purpose, upon application of the Employee and approval of the Superintendent. Any position open as the result of the granting of a leave of absence shall be filled on a temporary basis only. The Employee returning from any leave of absence shall be granted the right to reassume the Employee's prior position. For the purpose of this Article and Article XIV, the granting of a leave hereunder shall not be construed to create a vacancy which requires the application of said Article XIV or the procedures therein.

B. While on an extended leave under this Section, the Employee's interest in accumulated sick leave and placement on the wage schedule shall be frozen. No additional benefits will be provided by the Employer during this type of leave. However, the Employee may purchase insurance programs available to other Employees.

C. Employees on such extended leave of absence are not eligible to draw any compensation or accumulated sick benefit.

D. Seniority shall be retained but not accumulated during this type of leave up to the length of the approved leave.

E. APPLICATION

Application should be made in writing on or before June 1 of each year.

F. TERMINATION

If the Employee is granted an extended leave for a specific purpose and thereafter fails to pursue that purpose during the term of such leave, the Superintendent may revoke the leave. Notice of the revocation of the leave shall be mailed to the Employee, addressed to his/her last known address by certified mail, return receipt requested. Such notice shall advise the Employee to report for assignment to the office within fifteen (15) days as designated by the Superintendent and, in the event the Employee fails to so report, the Employee's contract will be terminated.

## ARTICLE XIII

### PROCEDURE FOR TRANSFERS

A. Transfer shall mean movement of any Employee to another position within the bargaining unit. Promotion shall mean the movement of an Employee to a higher paying position, within the bargaining unit. Demotion shall mean movement of an Employee to a lower paying position. Demotions may be made for inefficiency, inability to perform satisfactorily the present work or to avoid laying off Employees.

B. The office of the Superintendent shall make available a list of vacancies that exist in the district as they occur. Such notification shall be made known through the Superintendent's Bulletin and at one specific location in the principal's office in each school and in the Central Office. Positions will be held open for at least five (5) school days after giving of notices in the principal's office.

C. If a vacancy occurs after the closing of school in June and before reopening in the fall, it shall be listed in the Ottumwa Courier. Notification will also be sent to the Association and to each Employee who has filed stamped, self-addressed envelopes with the office of the Superintendent for the express purpose of receiving notification of specific vacancies. Vacancies may be filled after five (5) calendar days following mailing of the vacancy notices or publication in the Ottumwa Courier, whichever occurs later.

D. The Employer shall have the right to hire and assign Employees to any position. Should no present Employee apply for a job opening or should Employee applicants not be qualified, the Employer may hire and assign from outside the present Employees. However, present Employees, following the application procedure above, shall have first opportunity for promotional transfers.

## ARTICLE XIV

### PROCEDURE FOR STAFF REDUCTION

#### A. LAYOFFS

In the event that Employer determines that Employees must be laid off, the Employer shall attempt to accomplish the necessary layoffs through attrition. If attrition does not accomplish all of the necessary staff reduction, then those Employees on probation shall be laid off first. If further layoffs are required, Employees with seniority within the school district shall be laid off in reverse order of their seniority.

In the event that secretarial staff reorganization is necessary by reason of school closings or consolidation, the Employee or Employees so affected by the reorganization shall be that Employee or those Employees with the least seniority within the affected classification.

#### B. NOTIFICATION

The Employer shall provide written notice as soon as possible but no less than 30 days prior to termination of employment to both the Employee and Association. The Employer shall provide the Association annually with a current list of laid off Employees.

#### C. RECALL

Any Employee laid off pursuant to this Article shall have recall rights to any position for which he or she is qualified for 18 months from the effective date of their termination at the same rate of pay Employee received at the time of layoff.

#### D. NOTIFICATION TO RECALL

Whenever an Employee shall have the right to recall, the Employer shall notify the Employee of the right to recall and the position to which he or she is being recalled by certified mail addressed to the Employee's address on file in the Office of the Superintendent. An Employee's failure to respond affirmatively within seven (7) calendar days after receipt of such letter shall result in the termination of the Employee's right to recall hereafter.

## ARTICLE XV

### HEALTH PROVISIONS

#### A. PHYSICAL EXAMINATION

Each Employee at the beginning of service and at such regular intervals thereafter as may be prescribed by the Employer, the State Board of Public Instruction or the Iowa Code, shall have a medical examination of the type and nature required and prescribed by the State Board of Public Instruction in Chapter 3, Section 3.4(14) of the Administrative Code of the State of Iowa or any successor regulation thereof, and shall file with Employer a written report from the person making said examination, said report to be on a form provided by the Employer, certifying that such Employee has fitness to perform the tasks assigned him or her. Said examination shall also include a test for tuberculosis. Current District health insurance provides for a physical at no cost to the Employee. In the event that an Employee is not covered by the District insurance coverage, and if a cost is incurred by the Employee, the District shall pay \$35 towards the cost of the physical. Any excess charge shall be the sole responsibility of the Employee.

#### B. SMOKE-FREE FACILITIES

All uses of tobacco products, including smokeless tobacco, will be prohibited in all of the District's facilities, i.e. classrooms, corridors, restrooms, locker rooms, work areas, cafeterias, offices, Employee lounges and lunch rooms, gymnasiums, and all other rooms.

The use of tobacco or tobacco products, including smokeless tobacco, will be prohibited in all vehicles owned, leased or operated by the District.

Employees and students will not be permitted to use tobacco or tobacco products while they are participants in any class or activity, held in District facilities or elsewhere, in which they represent the Ottumwa Community School District.



## ARTICLE XVI

### SAFETY PROVISIONS

#### A. PROTECTION OF EMPLOYEES, STUDENTS, PROPERTY

1. Use of Reasonable Force: Any Employee may, within the scope of his/her employment, use and apply such amount of force as is reasonable, necessary and lawful to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the student; for the purpose of self defense; and for the protection of persons or property.

2. Reporting Assaults: Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor and to the police.

3. Safe Place of Employment: The Employer shall endeavor to provide and maintain a safe place of employment. All Employees shall endeavor, in the course of performing the professional duties associated with their employment, to be alert to unsafe practices, equipment or conditions and to report any such unsafe practices, equipment or conditions to their immediate supervisors.

## ARTICLE XVII

### RIGHTS OF THE PARTIES

#### A. UNION RIGHTS

##### 1. USE OF FACILITIES

The Association shall have the right to make use of school buildings and facilities of the Employer outside the in-school work day, provided such meetings in no way interfere with use by the Employer of any previously scheduled use by any other organization. Any expenses to the Employer resulting from such meeting will be borne by the Association. As appropriate, such meeting will be scheduled with the Superintendent's office or principal's office.

##### 2. COMMUNICATIONS

The Association shall have the right to use faculty mailboxes for announcements relating to the conduct of Association business on behalf of the members of the Association, provided, however, that mailboxes will not be used for the distribution of material of a political nature or material which would be contrary to law. Distribution procedures are to be mutually agreed upon by the Association and the Superintendent or designee.

##### 3. BOARD MEETINGS

The Board agrees to place on the agenda of each regular Board meeting as an item for consideration under "new business" matters brought to its consideration by the Association, provided that such matters are made known to the Superintendent's office at least four (4) days prior to the date of said meeting.

#### B. DISCIPLINE AND DISCHARGE

The parties recognize the right of the Employer to discipline and discharge Employees for just cause.

ARTICLE XVIII  
GRIEVANCE PROCEDURE

A. DEFINITION

1. Grievance: A grievance is an allegation by an Employee, a group of Employees, or the Association that there has been a violation, misinterpretation or misapplication of any provisions of this agreement.

2. Grievant: A grievant is the initiator of the grievances and any party who joins with the initiator at any subsequent level of the procedure set forth below.

Grievants are limited to either an Employee, a group of Employees, or the Association, or any combination of the first two with the Association.

3. Party in Interest: A party in interest is any grievant as defined above, and the District.

4. Designated Representative: A designated representative is any person designated by any party in interest to act for, or in conjunction with any party in interest.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting Employees. Both parties agree that these proceedings will be as informal and confidential as may be appropriate at any level of the procedure.

C. TIME LIMITS

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

D. PROCEDURE

Step One: The Employee, with or without the Association representative, at the Employee's option, shall discuss the grievance with his/her principal or immediate supervisor within ten (10) days after the occurrence, with the object of resolving the matter informally.

#### Step two: Principal

- a. If the Employee is not satisfied with the response in Step One, the aggrieved Employee may invoke the formal grievance procedure through the Association grievance form set forth in the grievance form. The grievance form shall be available from the Association representative in each building and the form shall be signed by the Grievant.
- b. A copy of the grievance form shall be delivered to the principal within ten (10) days from the time of the Step One meeting.
- c. The principal shall indicate his/her disposition of the grievance in writing within seven (7) school days of the presentation of the formal grievance and shall furnish a copy thereof to the individual grievant and the Association.
- d. If the Grievant is not satisfied with the disposition of the grievance, the grievance may be transmitted to Step Three by delivering a copy of the formal grievance and disposition to the Superintendent within five (5) days after the date of delivery of the disposition.

#### Step Three:

- a. The Superintendent or designee shall meet with the aggrieved person and the Association representative within ten (10) school days of receipt of the grievance. Within seven (7) school days of the aforesaid meeting, the Superintendent or designee shall indicate the disposition in writing and shall furnish a copy thereof to the aggrieved Employee and the Association representative.
- b. If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent or designee or if no disposition has been made within seven (7) school days of the meeting described in step 3, paragraph a, the aggrieved Employee may transmit the grievance to Step Four by submitting written notice of arbitration to the Superintendent with 15 school days from said meeting.

#### Step Four:

- a. Within ten (10) days after written notice to the Employer for submission to arbitration, the Employer and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board by either party. The list shall CONSIST OF FIVE (5) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name and shall do so within two (2) days. Immediately thereafter, the parties shall each alternately strike names from the list until just one name remains, who shall be the arbitrator and the parties immediately notify the Public Employment Relations Board of their selection.

b. The arbitrator so selected shall confer with the representatives of the Employer and the Association and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearing has been waived, then from the date the final statements and proofs on the issues are submitted to him, the arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provision of this Agreement. The arbitrator shall consider and decide only the specific issue submitted to him/her in writing by the Union and the Board and shall have no authority to make a decision on any other issue not so submitted. The decision of the arbitrator shall be submitted to the Employer and the Association and shall be final and binding on the parties.

c. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Employer and the Association. Any other expenses incurred shall be paid by the party incurring the same. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record and makes copies available without charge to the other party and to the arbitrator.

#### E. MISCELLANEOUS

1. Nothing in this Article shall in any way limit or prohibit the right of an individual Employee in the bargaining unit to meet with any immediate supervisor, principal, Superintendent of schools, or other designated representatives of the District to adjust individual complaints, provided such adjustment does not violate the terms of this Agreement.

2. When it is necessary for an aggrieved person or an Association representative to be present at a meeting with the Superintendent at level three or at a hearing before an arbitrator at level four of the grievance procedure during the work day, said aggrieved person and representative shall be released without loss of compensation.

3. All meetings and hearings under this procedure shall be conducted in private in the presence of the parties in interest, the parties in interest designated representatives and witnesses for the parties in interest.

4. All documents, communication and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

5. Any reference in this article to "days" pertaining to time limitations shall not include Saturday, Sunday or scheduled holiday.

ARTICLE XIX  
SUPPLEMENTAL PAY

The Employer may require Employees to use their personal automobiles in the performance of their duties and shall reimburse the Employee for all such travel at the rate set by the Board of Directors.

ARTICLE XX  
COMPLIANCE CLAUSES AND DURATION

A. SEPARABILITY

Should any Article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, then that Article, section or clause shall be deleted from this agreement to the extent that it violates the law. The remaining Articles, sections and clauses shall remain in full force and effect.

B. PRINTING AGREEMENT

Copies of this agreement shall be printed at the expense of the Employer within thirty (30) days after the agreement is signed. The agreement shall be presented to all Employees now employed, hereafter employed or considered for employment by the Board and the Association shall be provided with ten (10) additional copies.

C. NOTICES

Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association to Board at 422 McCarroll, Ottumwa, IA
2. If by Board, to Ottumwa Association of Educational Secretaries, c/o the President.

D. DURATION PERIOD

This Agreement shall become effective July 1, 2004, and shall continue in effect until June 30, 2007.

This Agreement shall automatically continue in full force and effect for equivalent periods, except as may be amended, modified or substituted under the procedure set forth in Article II, PROCEDURES FOR NEGOTIATIONS.

E. SIGNATURE CLAUSE

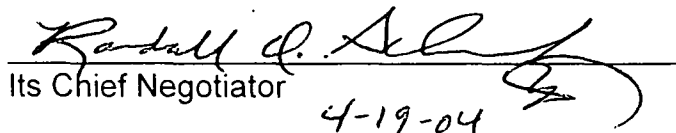
In Witness Whereof the parties hereto have caused this Agreement to be signed by their respective President, attested by their respective Chief Negotiators, and their signatures placed thereon, all on this 10th day of May, 2004.

OTTUMWA ASSOCIATION OF EDUCATIONAL SECRETARIES

By:

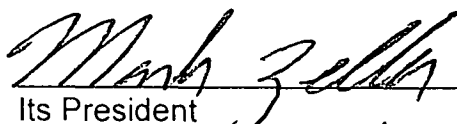
  
\_\_\_\_\_  
Its President

By:

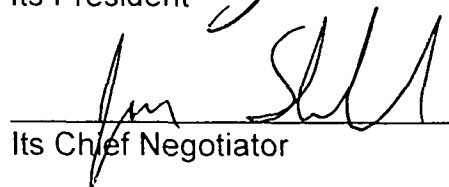
  
\_\_\_\_\_  
Its Chief Negotiator  
4-19-04

OTTUMWA BOARD OF EDUCATION

By:

  
\_\_\_\_\_  
Its President

By:

  
\_\_\_\_\_  
Its Chief Negotiator



## ORDER OF CERTIFICATION

Now, on this 9th day of May, 1978, the Board being advised that an election was on the 18th day of October, 1977, pursuant to order of the Public Employment Relations Board, and that Ottumwa Association of Educational Secretaries, an Employee organization, received an affirmative vote of a majority of Employees in the bargaining unit, the Board having further found that the aforesaid Employee organization has fully complied with all regulations of the Public Employment Relations Act and the rules and regulations thereunder,

IT IS HEREBY ORDERED BY THE BOARD that Ottumwa Association of Educational Secretaries should be and hereby is designated and certified by this Board to be the exclusive bargaining representative for the Employees of Ottumwa Community School District, a public Employer, in the following bargaining unit:

INCLUDED: All persons employed as full-time or regular part-time by the Board of Education engaged in clerical or secretarial work in the Ottumwa Community School District.

EXCLUDED: Teachers, teachers' aides, blue collar Employees, all others excluded by Section 4 of the Act who are employed by the Ottumwa School District and the following offices of the Ottumwa Board of Education: Secretary to the Superintendent, Secretary to the Personnel Director, Bookkeepers and Insurance Clerk, Secretary to the Business Manager and Accounts Payable Clerk, Census Clerk and Attendance Office, Secretary to the High School Principal, Chapter I Secretary, and Secretary to the Curriculum Director.

ADDENDUM "B"  
EDUCATIONAL SECRETARIES  
OTTUMWA COMMUNITY SCHOOL DISTRICT  
SALARY SCHEDULE FOR 2004-2005

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Elementary and Secondary Salary Schedule

<u>STEP</u>	<u>PER HOUR</u>
1	\$12.63
2	12.70
3	12.78
4	12.86
5	12.93
6	13.00
7	13.07
8	13.16
9	13.23
10	13.30

Each regular full-time Employee and each regular part-time Employee who has completed the probationary period as of the last regular work day prior to the effective date of this Agreement shall advance to the next line on the salary schedule as of the effective date of this Agreement and the new rate of pay shall commence as of the next regular work day following the effective date of this Agreement. Advancement on the salary schedule shall be accomplished only as of the effective date of the Agreement.

The second year (2005-2006) total package increase will be new money or 2.6% whichever is greater. The third year (2006-2007) total package increase will be new money or 2.6% increase whichever is greater. Total package increase shall include wages, FICA, IPERS, and insurance.

ADDENDUM "C"

AUTHORIZATION FOR PAYROLL DEDUCTION

I, \_\_\_\_\_, authorize the Ottumwa Community School District to deduct from my earnings on a semimonthly basis, an amount sufficient to provide for the regular payment of the current rate of monthly dues established by the Public, Professional and Maintenance Employees, Local #2003 or as modified by the Business Manager of said Local. The amount shall be paid to the local treasurer of the Ottumwa Association of Educational Office Personnel. This authorization shall remain in effect unless terminated by the Employee by giving 30 days written notice to the Employer.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ADDENDUM "D"--Dues and Other Payroll Deductions

The following payroll deductions shall be made available to the Employees of the Ottumwa Community School District. Forms are available for each of the listed deductions.

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### PROFESSIONAL DUES DEDUCTIONS

Deductions will be made in accordance with the provisions of Article VIII of this contract. Deductions will remain in effect from year to year unless terminated by giving 30 days written notice.

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### CREDIT UNION

Credit Union deductions may be arranged through the Credit Union Office

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### UNITED WAY

United Way deductions are arranged during the yearly United Way campaign in October for deductions from January through December of the following year.

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All other benefits as outlined in the master contract to include: health, life insurance, dental insurance, long-term disability and Employee and/or Employer tax-sheltered annuities.

GRIEVANCE REPORT

# \_\_\_\_\_

\_\_\_\_\_  
date filed

_____	School District	<u>Distribution of Form</u>
_____	Building	1. Association
_____		2. Employee
		3. Appropriate Supervisor
Name of Aggrieved Person		4. Superintendent

LEVEL II

A. Date Violation Occurred \_\_\_\_\_

B. Section(s) of Contract Violated \_\_\_\_\_

C. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

D. Relief Sought \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

E. Disposition by Principal or Immediate Supervisor \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal  
or Immediate Supervisor

\_\_\_\_\_  
Date

LEVEL III

A. \_\_\_\_\_  
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent or Designee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent  
or Designee

\_\_\_\_\_  
Date

LEVEL IV

A. \_\_\_\_\_  
Signature of Aggrieved Person Signature of Assoc. President

B. \_\_\_\_\_  
Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition of Award of Arbitrator \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_  
Date of Decision

LETTER OF AGREEMENT  
Between the  
Ottumwa Community School District  
and  
Ottumwa Association of Educational Office Personnel

The parties agree to establish a Labor Management Committee. At the beginning of each school year, a representative of the Ottumwa Association of Educational Office Personnel will contact the Human Resources Office to schedule the first meeting. Subsequent meetings will be scheduled as needed.